



A STUDY OF NULLITY OF COMPANIES IN IRANIAN COMMERCIAL LAW

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ABSTRACT

Nullity is a legal situation that is occurred because of disregarding of legal terms of credibility and legitimacy of legal acts, and it has retrogressive effect which is referable against all parties even good faith parties. Doing this rule, in commercial bargains, is a strict unjust issue. Because of the importance of commercial contracts, and necessity of protect third parties, legislators decrease the vulnerabilities and the scope of nullity in these contracts, and encourage parties to make contracts in which no hearing of nullity is claimable. Although in some cases the silence of legislator could cause to enforce general rules, nullity of commercial firms, especially financial corporations, as they are dealing with third parties, is important. Nullity, in Iran legal system, has two types: Absolute and relative, which their defining and interpreting would gain this general result that in Iran commercial Code regarding the rules of relative void provided obligatory.

KEYWORD: Nullity, Absolute void, Relative void, Commercial firms, financial corporations.

1. Introduction

Invalidation in our legal system, the legal action against the legal provisions on the formation of (conclusion) and influence (credits) is said to be That initially lacked the existence and Legal effect as, without the legal life of the dead never to be resurrected. "In this legal status, while the identity of the credit contract loses its, wireless content redesign border that commonly used in legal relations and seek their official agents and even third parties effectively. This is because the legal relationships that are relevant to this case is the apparent effect of invalidation of recall. What it does not, as the affair of privation, Near in the past has not effect. [4]

Legal acts as well as the commercial and trade law, 2 some specific rules are referenced, which is a component in some cases like: how to conclude the commercial nature of the obligations of the parties, and the responsibility for the lack of its implementation, etc., of the special rules to follow and in general terms, he began with the obligation to Civil contracts do not have the difference we'll see that it does not apply in this legal status to another.

In other words, despite the lack of fundamental differences between trading with non-commercial contracts, the importance of these contracts in the minds community's economy is to reflect correctness, whether it's business legal status, because it does not apply to non-commercial? Can be found at examples it is not the responsibility of the nullity of legal action caused to the lack of influence; a contract in relations between parties, third parties may not be reliable? difference in civil law and commercial law?

General concepts necessary for understanding the formation and dissolution, and the invalidation of this type of companies to introduce each topics overview.

1.1 Company LLP:

The aforementioned company of at least five members. the company that its share capital is divided into shares and to the responsibility of the owners of shares is limited to the nominal amount of the shares of the company's shareholders. Can your stock can sometimes move or are entrusted to another. in accordance with article 41 of the bill amending the law on trading companies, public joint stock transfer can without subject to the consent of the directors of the company or the for a General stock owners. Established joint stock companies spend it as a commercial company. So even if non-commercial affairs for EA are established commercial company subject to the provisions of the law and trade. Another major feature is the public stock company in which the founders for the formation of a capital of the company through the subscription of individuals The share capital in third party supply and thus everyone in the formation of such a company intrusion joint- stock company, stock has three pillars of a Bureau decision of the receiver, and the controller is the most important decision in the Affairs of the company. at the discretion of the General Assembly of the owners of the shares of the company which is b. OBO the previous legal formalities in compliance with invitations up and basically making the decision with the majority of the shares present at the meeting of the owners.

1.2 joint stock company:

If this type of company cannot be the founders of the company by subscribing to Refer to the people and the company's capital. in addition to the minimum required for the formation of joint-stock company-specific subjects a trio.

1.3 limited liability company:

The business of the company is social collection of two or more people share the partnership partners to conduct business affairs to gain. the responsibility of the partners in this type of limited company brought them over their responsibility for the company's shares of the company. company Dion Are the same as Guaranteed companies and their investment in stocks is not a relative, but each has some of the funds to the companythat it interpreted the company's stock. Share transfer restrictions together with the Al-Sharkh and foroughs is possible in accordance with article 106. Commercial law: "the decisions about the company should be at least half of the share capital adopt majority." However the law regarding some decisions, the majority of the necessary knowledge is higher, such as materials, 11, 102 and 114 commercial law .

2. The concept of invalidity and lots of it:

Invalidation of legal status, a practice that was not valid from the legal opinion, and lack of performance which is in the form of authenticity, expected from it. In fact, a legal action, undo that there is no one of the basic pillars of the next enforcement and does not find the credit. Imamieh faqihs, the general meaning of the word is invalid in the absence of influence include, also knows. The marriage is invalid or corrupted and synonymous with the notion of warrant, and no failure and does not work on this. In fact, a legal action, undo that there is no one of the basic pillars of the next enforcement and does not find the credit. In civil law, a special section to discuss the invalidation of contracts and contracts are not assigned, but we can disperse civil law provisions to the rules of the ignorant in this Bob builds. However, in discussing the invalidation of marriage and similar institutions, such as the lack of penetration, the return of the marriage, suspension and... In some cases, not concentrated enough to use words accurately and sometimes some mistake rather than some other work.

2.1 Absolute nullity

In the definition of the term absolute invalidation of rights has been prescribed in the book culture: an absolute nullity, the invalidation of marriage resulting in a breach of the relevant laws or amreh to public rights and interests.

The absolute nullity of marriage in civil rights and it is difficult to imagine that a item can be a marriage between the two sides and against aliens being invalid or vice versa between the two sides is null and valid to third parties. However, exceptional cases specifically dealt to be penetrating the marriage between the two sides in the face of creditors is not reliable, because the legislator wants to prevent creditors owed about cheating. [1]

This is the kind of absolute nullity, by any stakeholder can be claimed and requested by law. [2] even in the face of dadarsan it can be Rasa and gave it to the beneficiary without a warrant. [3] the law in this regard will be issued a proclamation and aspect markers, it is that the marriage had been invalid from the start, so there's a new entity.

2.2 Relative nullity:

Invalidation of the warranty of the relative of one of the rules relating to the violation of Executive forming the French legal system in qardadhasht as a legal entity is known. Invalidation of a relative transitional state, which is the law for the violation of the rules relating to the protection of a certain person or persons, and therefore considered the marriage event in its possession and put up when the beneficiary does not contract, compared with Offensive of the contract have been properly and all of your works are affecting the border. However, in principle,

except in exceptional cases, the contract is void from the beginning and hands of his hands. However, if the annulment of the contract at the request of the beneficiary (the prescribed deadline) is not approved by the Court. In the traditional rights of Iran, such a concept does not exist only in some texts adapted from the Western case case dealt with. Therefore the concept of legal system modernization in Iran have been namanos, Ambiguity.

As mentioned, the relative nullity of legal entity in our rights to a new and long history and jurisprudence in the Shiite also it is not debate. In the definition of the relative nullity of rights in the book culture: the relative nullity of marriage nullity, resulting in a lack of respect for rules and regulations to protect the rights of private individuals. [4]

In General, the rules of our rights institutional contracts as a relative nullity has not anticipated but as an exceptional case, the relative nullity of instances in some of the rules we observe. For example, article 131 of the law amending the Trade Act approved by 24/12/1347, requires:

"In the event that the transactions referred to in Article 129 of this law without the permission of the Board of Directors for the company's ordinary General Assembly will be taken whenever it passes it would be voidable transactions and companies can take up to three years from the date of the transaction's conclusion and if the transaction is done secretly, so Three years from the date that the High Court found the transaction invalidated from the application. However, in any case, the directors or Managing The director will be left in front of the beneficiary company »

In the event that the General Assembly in the aforementioned period, the action to apply to the High Court for the cancellation of a transaction, the transaction is legal and there is no need for other enforcement actions. [5] but as the text of the article on the universal aspect of the Court's vote comes not because of its announcement by the establishment Court, the person will make the announcement about the law by the courts.

2.3. A comparison of relative and absolute invalidation of invalidation

In contrast, the absolute and relative nullity can be pointed to the following:

1. In the absolute nullity, in order to maintain public order, all beneficiaries can quarrel, in contrast to the relative nullity action of nullity, which declares the invalidation of certain entities that are solely dedicated to their status invalidation to support, for example, a person who has been affected by the error, has come to do the deal, can be declared invalid, and the other party to the contract and third parties do not have the right to invoke their marriage annulment and to correct and valid.
2. In the absolute nullity of the contract, it does not have to be legal there, not by enforcement agents. However, in this case, marriage from the beginning and has effect, or, in the case of annulment, that it declares the invalidation of marriage, from the conclusion of the date and make All right trick and gunn effect.
3. Absolute nullity in order to deal with public order is not subject to time. for example, if a contract is concluded with directions and illicit mentioned in the contract, in accordance with article 217 of the civil law, the marriage is null and without effect, and this is not subject to invalidation time. but in relative nullity if hair dude Rejects the specified duration, legal support, does not demand the invalidation of his act, constitutes the contract deemed to be OK. Therefore, the current time is in the type of nullity, that long is 5 years.

It is noteworthy that after the abolition of marriage, the abolition of invalidity of marriage, in terms of absolute nullity, such as the work declaring the sanction invalidity by the beneficiary person deals with enforcement as absolute zeroing, confronted, without effect.

3. Dissolution and nullity capital companies:

According to the rules of commercial companies, nowadays often the organization or institution and the legal agreement between partners not only function, it's up to the ceremonial law compliance should be anticipated. The law states that non-compliance with the above formalities leads to the invalidation of the company. Following the invalidation of the company, there is no legal regulation in the establishment of the company, and therefore the company is really doubtful credit.

Causes of Nullity of the company have been divided into The two general categories [6]:

First-due to the lack of observance of the terms of public contracts: comments to be legitimized even if considered a contract company and in fact it is the company's basis on a contract that is concluded between partners. Observe the terms of public contracts where needed, such as a plan to create legal relations between parties, capacity, legitimacy, lack of, public order deputy minister, being subject to ambiguity and unconvulsive, and it is not ... (Civil law 190 m) If any of the foregoing terms and conditions or other terms of contracts in accordance with the rules of that component of the contract, is not adhered to, the company's invalid-

ity.

II-specific contract conditions due to lack of respect for the company: in order to observe the conditions of its legislators for the required formation of the company. For example, if a limited liability company is formed when all its cash capital unpaid or non-cash partnership under share it, presented evidence and submit or mail is not expressly stipulated in the company that non-cash share Al-Sharkh any amount of what has been presented. Such a company is null and void. (Article 100 commercial law) or in the 270 amendments to the Bill stipulates that the general rule that when the legal provisions do not observe the formation of the joint stock company, the joint stock company may request the Court to invalidate the borrower; This means that if the provisions of the Bill refer to the observation of the formation of the joint stock company, a company with Tulle.

3.1 Commercial companies invalidation factors

The causes of the invalidation of enterprises can be both General and specific factors of the landscape. In other words, the abolition of the deal may be in respect of commercial regulations and lack of effect or rules.

3.1.1 General invalidation factors

In the formation of the company, the subject of intention, to create some kind of legal personality to the company's trade name, which was in need of the General Conditions. So compromise partners can not be apparent, which is faulty and defective to the contract the company will enter the pores. Meanwhile, can the company's partner in the wrong contract, especially in the company of people who seeks to have the person and character of the members one another the most important and basic, can it work for invalidation (article 201 mm).

3.1.2 Exclusive factors invalidation:

Mqann in article 82 of the law on joint stock companies, Bob trading invalidation of specific items to ahasa, therefore, against the provisions of the basic law clearly other imperfections of the trade in the formation of joint-stock company, the toy was not deemed invalid. Subsequently set up remedial law 1347 without considering the nullity cases, generally applicable legal cases in the absence of observed the formation of the joint stock company (the company's operations and decisions) of the reasons for the annulment (Article 270 amendments to the law) Therefore, in addition to the General Principles of Nullity of the Company, corruption can be considered as invalid by any of the legal rules of the commercial enterprises, which are not observed. from the toy.

In the limited liability company is also not observed the rules of Madtyn 96 and 97 md, 118 and 122 materials also reddit. d. in article 185 Guaranteed company and am a relative nullity according to company d. company are introduced. Mixed company Non-interrupted limited liability partner, sponsor partner, in contrast, required company formation in a timely manner to share Partnership paid (141 and 152 Ah materials. d.) That seems to be his partner in a limited liability company does not factor. The condition of the influence and reliability of the company, in addition to the general causes of the joint complex in the observance of material conditions 41, 39, 38, 29, 28 and 50 am. (176 and 177 material am. D.); That is why we, the first after being selected should nzar staff research that all of these cases have been observed, what company is considered void otherwise (article 166 md)

3.2 Dissolution and nullity of company capital:

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II-specific contract conditions due to lack of respect for the company: in order to observe the conditions of its legislators for the required formation of the company. For example, if a limited liability company is formed when all its cash capital unpaid or non-cash partnership under the share it and submit the evidence presented, or not in the company's letter expressly stated that the share of non-cash Al-Sharkh any amount of what has been presented. Such a company is null and void. (Article 100 commercial law) or in the 270 amendments to the Bill stipulates that the general rule that when the legal provisions do not observe the formation of the joint stock company, the joint stock company may request the Court to invalidate the borrower; This means that if the provisions of the Bill refer to the observation of the formation of the joint stock company, a company with Tulle.

3.2.1 Joint-stock company:

Commercial companies, including a joint-stock company, like any other legal person for various reasons to the end of life and their activities. End of life-legal personality with the concept of liquidation is a sibling. The dissolution of the

broader sense of what the law is, as the invalidation of the company in a manner specific to the termination of the trade of the trade goes to the same concept should also consider, however, reformed commercial law bill in 347, invalidation of the liquidation of the company yet.. [8]

Joint Stock Company of the invalidation cases is as follows:

1. In the event that the rules on the rate of share price not be adhered to (Article 28 the bill amending the commercial law).
2. If the legal form of the company before the issue of stock or action before this stock with a nominal value of 50 has been infinite deal name to publish them (Article 29 amendments to bill are part of commercial law).
3. When the articles of Association and approved by the General Assembly of the Declaration and Shkrtnamh have no documents registration (article 34 amendments to the bill are part of commercial law).
4. When the necessary entry in accordance with Article 37 of the Statute is not enforced mandates.
5. If payment all funds and pay a third of that evidence to be achieved (Article 38 amendments to the Bill are part of commercial law).
6. If something that has been kind shares of equal liability are not lodged (article 39 amendments to the bill are part of commercial law).
7. If the shares kind and benefits in accordance with the law to pass the General Assembly to a founder (article 41 of the mentioned bill).
8. If the statement is given to the Registration Office, it is not subject to the approval of the General Assembly (Article 44 of the above bill).
9. If the selection board and, in accordance with the provisions of article 45 special auditors for the General Assembly and the majority required to practice yet.
10. If the management of the managers in the articles of association of more than 40 years, and if the managers have been specified in articles of association more than two years of work.
11. In the event that acceptance of company managers and auditors which are not stipulated in the form of the Assembly (Article 47 of the above bill).
12. If you have the necessary documents for proving that the commitment of capital and payments a third of it has been proved and the surrender document managers did not have a registration office (article 50 of the above bill).

The result of the invalidation of the company will be the action that has been with the company as it as void and will be blaathr, people who have concluded a contract with the company, and then it turns out that the company has been required to observe the provisions of the void these contracts. but if they are taken a fee in accordance with the The General principles that no one can do something that has gained undeserved and the owner should be refunded.

In accordance with Article 93 of the law, the following may be dissolved:

1. When the company's purpose for which it was formed or doing it is impossible.
2. When the company is formed for a certain period has expired.
3. In the event that the bankrupt company.
4. If the decision of the General Assembly.

3.2.2 Limited liability company:

The cases of dissolution of joint stock companies and limited liability with mainly the same. Albeit according to the characteristics of the company law, the main directions of the liquidation of those mandates, which apply to the stock companies.

Article 100 of the law provides: "any trade, a limited liability company which, unlike the material is composed of 96 and 97, is null and void, but the partners in front of third parties have the right to cite this invalidation [] do not. The company's terms of partners do not exist; this does not mean that third parties comply with the company's demand for invalidity. In fact, if any terms of the the invalidation of which 96 and 97 trade law materials contained in any instance, can demand the invalidation of the company in court, but such a claim can not be partners of t-shirts and in relation to third parties, the company does not exist, due to the aforementioned conditions raised the formation.

According to Article 114 of the law, there can be reasons for the dissolution in the following investigation. The said article requires:

- A) in the case of article 93) of the spinal 1-2-3
- B) in the case of the decision of a number of partners who share their partnership more than half of the capital of the company.
- C) in the event that the limit to a half of the incoming capital company and one of the dissolution reasons and request a court case he justified and not willing to share those other partners in the event of his dissolution and make him the company.
- D) in the case of death of one of the partners if pursuant to the articles of Association have been forecast. "

3.3 Warranty works and does not run in commercial companies:

3.3.1 Enforcement of nullity in commercial enterprises:

Basically the faulty legal enforcement action, and is a retroactive invalidation. Apply this rule in companies that deal with people outside the company, parties do not have the necessary flexibility. Joint stock companies and explicitly in mqann Ltd and is such a complex EA 270 during the corrective law and article 100 and 177 md generally applicable no more referring to the invalidation of the founders, managers, inspectors, stock owners and partners against speaking to people outside the company's contract brings between; With the unity of criteria, this ruling is in other commercial enterprises as well as performer. Stated in the enforcement of the nullity of the commercial enterprise of theoretical unity among the ruling jurist.

The jurists in the enforcement of the lack of registration of a company also do not have a consensus view about acceptance, believers. to a lack of enforcement. What is exceptional as it does not need to stipulate, and article 195 md in spite of the necessity of company registration, enforcement of nullity prescribed materials plus 1. 98 mc and 2 the law of the company registration to the invalidation of the operation or the liquidation of the company eventually (apart from organic failure) and the payment of a fine by the administrators. Hence the generating company registration, company legal personality and eligibility legal personality and its binding obligations, however, to register. But some other form of company registration requirements, it knows that the derogation can invalidate the company. Cup guarantees the condition of forming a company, but not the final registration stage of a company that is established before it is considered on the verge of a company; and to prove its drug Claim 17, 6 and 106 corrective laws citation. From this perspective, the importance of businesses requiring prior registration of the company, even though it is legally qualified but does not allow. In other words, the company's only existing in relations between founders and partners of sublime is against third parties is not reliable and productive. Dr. Tehrani is also praised, despite a tendency to view Dr Skinny, penetration and the formation of a joint-stock company with third parties shall be subject to registration and public information. Other notable comments, company registration of the lzumat before it is considered on the verge of the founding of the company. therefore lacked legal personality and the General rules of optional function. but its obligations against third parties, binding and the responsibility of the founders as well as Guaranteed, although the company ID to describe the business partners. 3-3-2-the effect of the invalidation of the company in the next contract changes

The company's business as a commercial agreement we have; consequently, the legal acts basically as a result of company managers (CEO) on behalf of the company and to face it, and describe the nature of the business and commercial title. The Department of Internal Affairs and the decision of the commercial enterprise of the duties of the Board of Directors of the company, but a practical and official contracts with people outside the company by CEO on behalf of the company (article 125 of law materials and 164, 185, 105, 120 and 144 md). Mqann in article 51 and 121 md The CEO of the company has considered that the lawyer make the subject with regard to the legal personality of the individual commercial enterprise partners pause. Therefore, such measures if the staff are in the range of Shkrtnamh or so items in the articles of association or private contract partners carried out by the penetrating otherwise meddle; that would be invalidated by the rejection, and third parties not to participate, but also in accordance with the General rules of the right to refer to the manager he will take.

Of course, this rule is not applied in other commercial enterprises, in such a way that in the limited liability company mqann, while the principle of the full powers of the Director of the company, to the lack of credit, reducing the powers of the Director of the partners without modification Statute, against third parties intends (article 105 md). Of course, it seems to be lacking in the company's articles of association, if the rule of law with the provisions of the public contract is not Article 105 Ah. d.. Mqann joint stock company also in the meantime prescribe mahdot, internal affairs official decision-making and authority to grant the Board of Directors and the CEO as the company representative has considered against third parties (118 and 125 of the law reform materials).

Although the Board of directors meet the General and specific powers in the Office of the company, but it has not been disqualified, regardless of limitations and mqann in article 118 of law reform, legal and contractual limitations. Basically, in terms of the terms of the contractual terms, and only in relations between managers and owners of the shares, valid and reliable data is available to third parties. But the legal limitations are essentially eligible credits against third parties.

In other words if the actions of the Board of Directors in order to respect the jurisdiction of the General Assembly or subject-specific company or a specific jurisdiction's CEO, the company responsible for obligations accepted and deemed to be required. Otherwise, these decisions have been voidable and the entry in the damage to the company and the owners of the shares, the Board of Directors nor compensation based on responsibility for the supervision of the corrective law 142 subject matter. Also towards third parties also lay similarly and ignore the legal limitations are, in accordance with the General rules of the Board of directors against the third parties responsible for this goodwill and effective in people. For example: in reckoning that the decisions of the board of directors of the company outside the scope of your topic more than the company assumes responsibility for its actions do not follow the company does not create (article 662 mm).

This tip which is essential Mention, article 135 of the law, although the influence of all the acts of the Board of Directors and the CEO against the third parties, but this regulation relating to them, not when any action being Invoked or not. invalidation of the operation choose the Board of directors or the Managing Director Due to a Flaw in the selection. That legal basis can not excuse the lack of legal formalities being invoked against third parties comply with apparent advocacy of the theory, however, is based on the personal side that theory. as announced to the enterprise registration authority management, notification, and therefore trust third parties to redesign <B13> will suffice (article 7 of the law of the corporate registration). so if the third-party legal formalities observed a lack of choice of the Board of Directors and the Managing Director have been informed, could not be applied to the regulation of article 135 of law claims to be corrective, what with the lack of good faith, to its detriment, and the company is not responsible. Moreover, in front of third parties as well as the legal pretext of lack of formalities, the choice of the Board of Directors and the General Manager can not participate in the implementation of their obligations against the empty shoulder.

Powers of the Board of Directors the specific Select, CEO, about the powers of the delegated the staff of, as the representative of the company the right to sign and conclude with outside people the company (article 125 Amendments to the law). Hence the influence he exercised the options Granted and Delegated only in compliance with the subject Corporation and the jurisdiction of the general assemblies and the Board of Directors. Fi object in cases where the Board does not have the optional entrusting the right General Manager also will not be affected (article 662 mm). So because the legal actions Manager to represent the company in the name of the company accounts can be concluded and to be concluded in the framework of the so what company created the obligation to relinquish the otherwise basically does not Multitasking the company but CEO is required to execute the obligation (article 674 mm). Course it seems so what contract Of actions outside the powers of the Director is informed and the company does not trade enforcement, as well as the responsible manager of the transaction is invalid.

The result of this is that the, to offset the Losses Caused by the acts and Decisions of the Managing Director (Board of Directors), due to the violation and abuse of Contractual and legal regulations to the company and third parties, Insofar as they the damage according to the rules (142 and 143 of the law reform materials). 3-3-3-civil liability of the partners in case of invalidation of company

The enforcement in the event that the lack of respect the regulations regarding the formation of the new commercial enterprise, the company is deemed to be revoked to keep third persons rights alone that deal with the company, is not enough. Partners may be covered with a long-Awaited third The parties have trading company and then it turns out that the company has not become void the transactions of the company's claim. Whether in such circumstances the invalidation caused by their action partner should not be held accountable? Course the answer is Of Yes. But the law is a rule about this trade no has not prescribed and, consequently, third parties that deal with the company have to deem that the existing company can enter into your losses as a result of the invalidation of the demand.

Determine the people responsible for the nullity of the company and the extent of the damage, the General rules of civil rights functions. In the Meantime So, the complainant must prove the existence of damage entry, the relationship of Causality between the damage incurred and in Accordance with the provisions of the partner and partners error Regarding civil liability to prove. [9]

The conclusion of the

1. Iran's rights and Jurisprudence in the Shiite void marriage with the corrupt, synonyms and lack of any concept and judgment and does not work on it this. in fact, the legal action is null, no action is one of the basic pillars of the next enforcement and does not find the credit.
2. The company's investment companies that are in them, which means a share in the company trade partner, is easily Transferable such joint stock companies. Where Ali is This your partner in the transfer of the shares is not Prohibitive, although statutes can the terms of such a transition was due to the lack of advance The nose is contrary to the law. but this principle cannot be compiled in such a contest is that companies are easily Transferable shares. of course, public transport companies in stock Be subject to the approval of the General Assembly of the owners or managers of the company's shares.

3. Regarding the status of a limited liability company in terms of being the capital of companies or people component, there is a consensus of the jurists believe that too in limited liability company some company entities, although pale can be found Including this feature are the Harshness limitations and related to the transfer of the capital of the company in which the Foundation is nonetheless the investment firm is a limited liability to it as capital companies..
4. Invalidation of a company may not observe the General rules relating to contracts of one; that is one of the partners does not have merit or lack the intention and r. is (article 190 min..). it may be, this invalidation due to lack Sub-standard conditions, one of the companies that Formed the trade and profit; In accordance with the regulations about the loss of this type of companies.
5. The absolute Nullity of the Murad, i.e. whenever the legal Foundations and conditions elements, ranging from the public and dedicated to the formation of a legal Act (marriage, Rhythmic) Does not exist, it is a legal action due to the lack of those elements, pillars and conditions of fulfillment of the terms of the law, Kan Yakan and legally does trick not work in this situation. By mutual consent of the parties the on and modify it with the consent of the Beneficiary can not be effective and Penetrating it.
6. The relative order of the Nullity, in rare situation is correct basically meet the marriage between the parties effects, on the other hand, unless that contract than he lacks legal credibility, the deadline for requesting the revocation, annulment, the Court found that the marriage act to be the discoverer of the beginning of the formation has been invalidated, resulting in In terms of their effect of invalidation, the difference with absolute nullity. Of course, if the verification or time deadlines to be abandoned, the other possibility to reject it.
7. The principle of absolute invalidation of rights in Iran, and the relative Nullity of exceptional aspect of relative Nullity Decree is also in there is no civil rights. this type of invalidation can be seen only in business rules and sea.
8. The absolute Nullity of any legal effect is lacking and the possibility of modifying it. every Beneficiary can invoke it and apply it to a judicial Ruling on the tight track. invalidation of the aspect of the proclamation.
9. Relative Nullity if in due time by the deadline of the contract is rejected, all the works of the authenticity of the marriage it is flowing out of the sides of the Nullity of the contract due to just that he lacks credibility towards marriage, can actually invoke and apply it to the judicial court judgment. Positive aspect about it and the effect of Retrograde.
10. Commercial law, in articles 96 and 97, two types of cause of Nullity Regarding limited liability company has forecast: the cause and the cause might form. The article might cause invalidation of 96 and has determined that it is not paid all the cash capital and share non-cash Partnership calendar and submits the form. the cause of Nullity article 97 has determined that it should be Explicitly stated in the that the Kind partnership share </ B16> each calendar to what degree. this phrase, it means that should be divided and each partner brought Determines financial calendar.
11. Joint-stock company to twelve reasons Stipulated in the law, which was the earlier expression; void description. The result will be that the invalidation of the company as the company has been operating with it as void and will be, people who have Concluded a contract with the company, and then it turns out that the company has been required to observe the provisions of the void those contracts. but if they are taken way, b D in Accordance with the General principles that no one can do something that has Gained Underserved and the owner should be Refunded.
12. Every Beneficiary can demand the invalidation of the company in court, and the General rules of design is also a function of fights and the Court, if there is no choice but does not bet, a judgment of Nullity is not unlike what the rights of some advanced countries, such as France, there are contemporary in legislation in these countries. To correct that failure Your that condition basically cause invalidation of the company, on Behalf of the Beneficiary parties have forecast.

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